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Suzanne Henderson

CHESAPEAKE ENERGY CORP. ATTN: RECORDING TEAM P.O. Box 18496 Oklahoma City, OK 73154

Submitter: Chesapeake Operating, Inc.

DOCUMENT E-RECORDED IN THE COUNTY RECORDS

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FIRST AMENDMENT TO OIL AND GAS LEASE

L0204915

This First Amendment to Oil and Gas Lease (this "Amendment") is made this day of August, 2008, between HUNTER FERRELL ASSOCIATES, L.P., a Texas limited partnership, whose address is 1601 Elm Street, Suite 300, Dallas, Texas 75201 ("Lessor"), and CHESAPEAKE EXPLORATION L.L.C. an Oklahoma limited liability company ("Lessee") whose address is P O. Box 18496, Oklahoma City, OK 73154...

RECITALS:

- A. Lessor and Lessee entered into that certain Oil and Gas Lease dated August 14, 2006, recorded as Instrument No. D206268565, Real Property Records of Tarrant County, Texas (the "Lease"), covering certain property described therein as the Leased Premises.
- B. Lessee desires to pool all of the Leased Premises into a unit consisting of approximately 103 acres and called "City of Euless #1H" as described on Exhibit "A" attached hereto and incorporated herein by reference (the "City of Euless Unit") and to drill thereon the No. 1H and #2H wells hereinafter described..

AGREEMENT:

NOW THEREFORE, in consideration of the premises, the agreements set forth herein, and Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Permitted Pooling</u>. Pursuant to Paragraph 16 (Pooling), Lessor hereby consents to Lessee's creation of a pooled unit for the production of gas from the Barnett Shale formation as configured on <u>Exhibit "A"</u> attached hereto (the "Permitted Pooled Unit").
- 2. Required Wells. Lessee hereby covenants and agrees to drill and complete the #1H Well to test the Barnett Shale as shown on Exhibit "A" attached hereto, on or before February 15, 2009. Lessee's failure to satisfy the foregoing obligation as to the #1H Well shall entitle Lessor to terminate the Lease by written notice to Lessee. Additionally, Lessee hereby covenants and agrees to drill and complete the #2H Well, as shown on Exhibit "B" attached hereto, on or before August 14, 2009. If Lessee fails to satisfy the foregoing obligation as to the second well, the Lease shall ipso facto terminate insofar as it covers the "Release Tract" on Exhibit "C" attached hereto. In that event, Lessor shall be entitled to sign and record in county records a notice of termination evidencing the release of the Release Tract from the terms and provisions of the Lease. For purposes of this paragraph, Lessee's satisfaction of its obligation to "drill and complete" means that the well is either (1) capable of producing in paying quantities, or (2) plugged and abandoned as a dry hole. The provisions of Section 22 of the Lease (Cure Period) shall not apply to Lessee's obligation to drill the wells pursuant to this paragraph.
- 3. <u>Surface Waiver</u>. Paragraph 27 is hereby amended to provide that Lessee does hereby expressly release, waive, relinquish and surrender forever, for itself and its successors and assigns, all rights to use the surface estate of the Surface Site (including, without limitation, the rights of ingress and egress upon the property, the right to construct roads, and the right to penetrate the surface of the property in any manner whatsoever). In that regard, subparagraph 27(b), 27(c), Paragraph 28 (including its subparagraphs), and Paragraph 29 (including its subparagraphs), are hereby deleted.

- 4. Recitals. The Recitals set forth above are hereby incorporated by reference. Any capitalized term not otherwise defined herein shall have the meaning ascribed to it in the Lease.
- 5. <u>Incorporation</u>. This First Amendment shall be incorporated into and made a part of the Lease, and all provisions of the Lease not expressly modified or amended hereby shall remain in full force and effect.
- 6. <u>Inconsistency</u>. In the event of an inconsistency between the terms of this First Amendment and the Lease, the terms of this First Amendment shall control.

IN WITNESS WHEREFORE, the parties have caused this First Amendment to be executed on the day and year first written above.

LESSOR: HUNTER FERRELL ASSOCIATES, L.P., a Texas limited partnership

By: HUNTER FERRELL PROPERTIES, INC., a Texas corporation, its General Partner

By:
Name:
Title:

Prezident

LESSEE: CHESAPEAKE EXPLORATION L.C.,

an Oklahoma limited liability company

Henry J. Hood

Senior Vice President - Land and Legal & General Counsel

ACKNOWLEDGEMENTS

STATE OF TEXAS §
COUNTY OF DALLAS §

By:

This instrument was acknowledged before me this <u>25TH</u> day of <u>SEPTEMBER</u>, 2008, by <u>JAMES E. SOWELL</u>, <u>PRESIDENT</u> of Hunter Ferrell Properties, Inc., a Texas corporation, on behalf of said corporation in its capacity as General Partner of HUNTER FERRELL ASSOCIATES, L.P., a Texas limited partnership, on

SOSME MOULDER
Rotary Public, State of Texas
ry Commission Expires 11-09-10

STATE OF OKLAHOMA

9

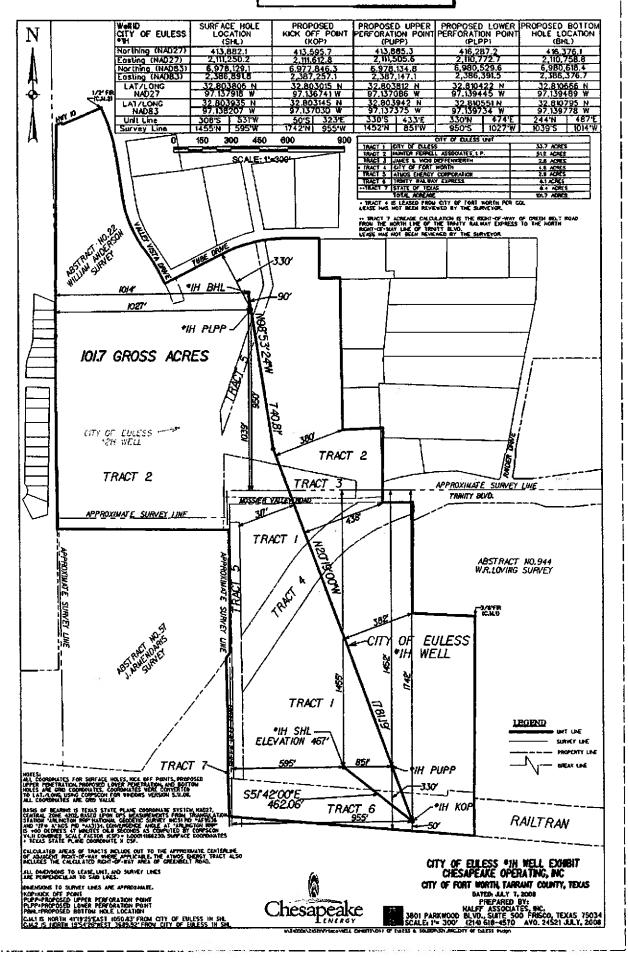
COUNTY OF OKLAHOMA

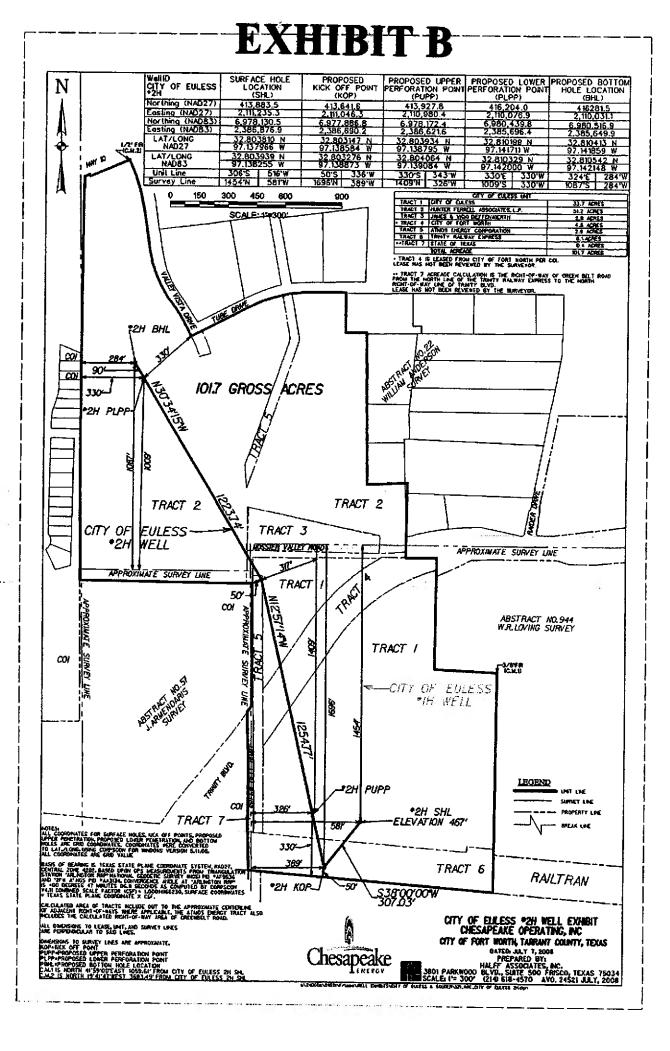
This instrument was acknowledged before me on this 16 day of 500 lember 2008, by Henry J. Hood, as Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, on behalf of said limited liability company.

My Commission Expires: My Commission Number:_____

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EXHIBIT A





HIBIT C PROPOSED UNIT SURFACE HOLE LOCATION (SHL) PROPOSED KICK OFF POINT (KOP) Wellid CITY OF EULESS PROPOSED UPPER PROPOSED LOWER PROPOSED BOTTOM PERFORATION POINT PERFORATION POINT HOLE LOCATION (PUPP) (PLPP) (BHL) Northing (NAD27)
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INACE 2 ILANGER FERRICL ASSOCIATES, E. P.
INACE 3 ILANGER FERRICL ASSOCIATES, E. P.
INACE 1 ALLIES ASSOCIATES, E. P.
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INACE 5 INACE ASSOCIATES, E. P.
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INACE 7 INACE ASSOCIATES, E. P.
INACE 8 ILANGE PROJECT OF FORT SOUTH OF ELEMAN ASSOCIATES, E. P.
INACE 1 ASSOCIATES, E. P.
INACE 2 ASSOCIATES, 512 ACRES 2.8 ACRES 4.6 ACRES 2.9 ACRES 6.1 ACRES 0.4 ACRES SCALE: 1'=300 ** TRACT 7 ACMENTE CALCULATION IS THE ROOM-OF-MAY OF CREDI BELT MOAD FROM THE MORTH | DIE OF THE TRANTY RAMMAY EXPRESS TO THE MORTH ROOM-OF-MAY DIE OF TRAFT BLVD. LEASE MAS MOT BEEN MENEMED BY THE SURVEYOR. 330 TH IØI.7/ GRÀSS ACRES TRACT 2 TRACT TRACT APPROXIMATE SURVEY LINE TRINITY BOYD. WASSER VALENDOUS PROXIMATE/SURVE 30 **436** Chesapeake Operating, Inc. P.O. Box 18496 TRACT NS NS ABSTRACT NO.944 W.R.LOVING SURVEY **TRACT** Record & Return to SANTR CALO SURVEY OF **EULESS** WELL **IH* TRACT / FIB. LEGEND *IH SHL ---ELEVATION 467* LINET LINE SURVEY LINE PROPERTY LINE 85ľ TRACT 7 5951 IH PUPP NOTES ALL COMPONENTES FOR SURFACE HOLES, NOT OFF PORTLS, PROPO FFER PORTRATION, HODOSOD LAWER PERETALOOM, AND SOTTE BULES ARE SOD COMPONENTS, CORPONENTES WERE COMPORTED TO LATA, CORE, USEN COMPOCH FOR WINDOWS VERSION STRUGG LA COMPONENTES ARE CORP 330 \$5142'00'E 462.06 TRACT 6 *IH KOP RAILTRAN -50 MICHANIA ARIAS OF TRACTS BELVOE OUT TO THE APPROXIMATE CENTERLINE OF ADJICEM ROOT-OF-VAT WIREE APPLICATE, THE ATMOS EMENT TRACT ALSO ROLDES THE CALCULATED ROOT-OF-VAT AREA OF GREENELT ROAD. CITY OF ELLESS *IH WELL EXORBIT
CHESAPEAKE OPERATING, INC
CITY OF FORT WORTH, TARRANT COUNTY, TEXAS

BATEL JALY 1, 2004
PREPARED BY:
HALF ASSOCIATES, INC.
1880 PARKWOOD BLVD., SUITE 500 FRISCO, TEXAS, 75034
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